

# Exhibit 21



One M&T Plaza, 345 Main Street, Buffalo, NY 14203  
716-842-5353 FAX 716-842-2326  
Human Resources

**ATTACHMENT**  
**GENERAL RELEASE AND WAIVER**

Pursuant to the terms and conditions of the foregoing Severance Agreement, General Release and Waiver, KENNETH A SLIWINSKI, for himself and his heirs and assigns, hereby irrevocably and unconditionally releases, and forever discharges M&T Bank, including its parent, M&T Bank Corporation, and all related and affiliated entities, their predecessors, successors, heirs and assigns, and their past and present officers, directors, agents, and employees, employee benefit programs or plans (and trustees, administrators, fiduciaries and insurers of such programs or plans), and all persons acting by, through, under or in concert with any of them (collectively "Releasees") from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits in law or in equity, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which he now has, or claims to have, or which he at any time heretofore had, or claimed to have had against M&T Bank and each or any of the Releasees arising out of his employment with M&T Bank and the termination of that employment and specifically he waives any and all claims under the New York Human Rights Law, the Age Discrimination in Employment Act of 1967, as amended, Title VII of Civil Rights Act of 1964, as amended in 1972 and 1991, the Americans with Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, as amended, the Equal Pay Act of 1963, as amended, the Worker Adjustment and Retraining Notification Act, all as may have been amended from time to time, and any other federal, state or local law, rule, regulation, executive order or guidelines relating to discrimination, excluding any potential rights or remedies pertaining to retirement benefits, if any, or the enforcement of the Severance Agreement, General Release and Waiver, from the beginning of the world to the date of this General Release and Waiver.

Dated: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_

\_\_\_\_\_  
KENNETH A SLIWINSKI

Sworn to before me this  
\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public